### EXHIBIT A

ADDENDUM NO.

05-44-1 353077

# **INFORMATION PAGE**

DEALER/CREDITOR NAME		ADDRESS			ZIP	
U-RIDE		1311 LAKESIDE DR LYNCHBURG. VA			1	
REEMENT DATE	DATE VEHICLE PURCHASED/LEASED CUSTOMER/BORROV					
2/ <b>£20</b> 1 <b>£</b> 0	02/12/	2010	( )	- (	(434)401-9384	
	FIRST NAME MIDDLE INITIAL		TIAL			
SNEAD		LINNIE			Н	
	CITY		STATE	ZIP		
1200 CRAIGMONT DR #5		LYNCHBURG			24501	
rers)	YEAR MAKE		MODE			
1FAFP58U63A260868		2003 FC		DRD TAURUS		
	ADDRESS		CITY, STATE		ZIP	
CREDIT ACCEPTANCE CORP		25505 S 12 MILE RD #3000 SOUTHFIELD MI 48034-8339				
NTHS)*	AMOUNT FINANCED OR LEASED*		□ LOAN,/ RETAIL	AIL INSTALLMENT APR		
36 XCEED 84 MONTHS)	6799.39 (CANNOT EXCEED \$100,000)		19.99			
MENT	MSRP/NADA '		GAP ADDENDUM PURCHASE PRICE			
525.00	(MAXIMUM LOAN TO VALUE 150%)		499.00			
TYPE OF VEHICLE ASSET: 🛛 AUTO - PP		NEW ODOMETER READIN		<sup>G</sup> 101302		
		DATE VEHICLE PUR   20/12/    FIRST NAME   LIN     CITY     LYNC     FERS     2003     ADDRESS     25505     NTHS     AMOUNT FINANCE     XCEED 84 MONTHS     MENT   MSRP/NADA     MAXIMUM LOAN	1311 LAKE   LYNCHBURG	TREEMENT DATE  DATE VEHICLE PURCHASED/LEASED  O2/12/2010  FIRST NAME  LINNIE  CITY  LYNCHBURG  TERS)  YEAR  ADDRESS  CITY, STATE  25505 S 12 MILE RD #3000 SOUT  AMOUNT FINANCED OR LEASED*  AMOUNT FINANCED OR LEASED*  AMOUNT FINANCED OR LEASED*  AMOUNT FINANCED S100,000)  MENT  MSRP/NADA*  GAP ADDREND  GAP ADDREND  (MAXIMUM LOAN TO VALUE 150%)  499.0	1311 LAKESIDE DR   2450;   1	

This Addendum amends the FINANCING AGREEMENT and is available only at the time the FINANCING AGREEMENT is executed and ONLY if monthly payments are required, the Amount Financed or Leased does not exceed \$100,000, the Term does not exceed 84 months, and the maximum -LOAN TO VALUE does not exceed 150% of MSRP if new and NADA if pre-owned. Amount for lease is the total monthly payments plus residual value. Any VEHICLE with a BRANDED TITLE is not eligible.

This Addendum is not a contract of insurance, does not provide general liability coverage and does not fulfill the requirements of any financial responsibility law. GAP is not a substitute for collision or property damage insurance.

You might not need GAP depending on how much of a down payment (including trade-in value) You made on Your VEHICLE, the terms of Your FINANCING AGREEMENT, the make of VEHICLE and other considerations. The GAP BENEFIT may decrease over the term of Your FINANCING AGREEMENT.

No GAP BENEFIT is provided for that portion of the net payoff that results from the amount financed/leased cap cost exceeding the maximum LOAN TO VALUE stated above at the inception date of this Addendum and will be deducted from the payable GAP BENEFIT due. If there is any other coverage for the VEHICLE, this Addendum shall be considered excess and will not apply or contribute to the payment of any loss until the benefits under these other plans have been exhausted.

IF A REQUEST FOR GAP BENEFIT UNDER THIS ADDENDUM HAS NOT BEEN MADE, YOU MAY CANCEL THIS ADDENDUM AND RECEIVE A FULL REFUND WITHIN THE FIRST 30 DAYS AND A PARTIAL REFUND AS DETERMINED BY THE RULE OF 78TH'S METHOD LESS A \$0 CANCELLATION FEE THEREAFTER: THIS REFUND WILL BE APPLIED TO THE FINANCING AGREEMENT.

This Addendum shall be cancelled if any of the original FINANCING AGREEMENT terms are changed, altered or refinanced. The Addendum will be cancelled as of the date of any change and a refund as determined by the Rule of 78th's method less a \$0 cancellation fee will be applied to the original FINANCING AGREEMENT.

There is no responsibility to process a refund until written notice is sent by You as provided in Section #5. If You do not receive Your refund, please call 1-800-323-5771 ext. 6181.

Enrollment in this program is VOLUNTARY and is NOT REQUIRED to obtain credit. This GAP Addendum will cost You the amount shown as the GAP Addendum Purchase Price above for the Term shown above. If You choose, You may obtain GAP from alternate sources.

Your signature acknowledges that You request the GUARANTEED ASSET PROTECTION (GAP) ADDENDUM and have read and understand the foregoing and the terms of this Addendum and any attachments.

DEALER/CREDITOR:	U-RIDE		CUSTOMER/BORROWER: LT	NNIE H SNEAD	
Dealership Name		9 211	Print Name		
t.ti.	02/1	2/2010	· dennied sould	. 02/12/2010	
Signature	Da	ite	Signature	Date	
Program A	Administrator:		CO-CUSTOMER/BORROWER:		
GAP ADMINISTRATION 1-800-323-5771 ext. 6181			Print Name		
P.O. Box 770, D	eerfield, IL 60015		Signature	Date	

#### 1. DEFINITIONS

For the purpose of this Guaranteed Asset Protection Addendum, the following terms shall mean:

ACTUAL CASH VALUE means the retail value of the VEHICLE on the DATE OF LOSS, prior to its physical damage or theft, as determined by the PRIMARY CARRIER. If no PRIMARY CARRIER exists or the PRIMARY CARRIER has been declared insolvent or for any instance where the PRIMARY CARRIER's total loss calculation is reduced due to limited liability coverage, the retail value will be determined utilizing the National Automobile Dealer's Association (NADA) Official Used Car Guide, adjusted for applicable mileage and equipment. If no NADA retail value is available, the value will be determined using the best information available.

ACTUAL PAYOFF BALANCE means the payoff balance provided by the assigned Financial Institution/Lender as of the DATE OF LOSS minus any and all unearned finance or lease charges, late charges, DELINQUENT PAYMENTS and any amount added to the balance after the inception date of the FINANCING AGREEMENT.

BRANDED TITLE means any certificate of ownership that currently is or has previously been declared as defective. This may include but is not limited to notations of Salvage, Rebuilt, Flood, or Lemon.

**COMMERCIAL USE** means the use of the VEHICLE for transportation of persons or property for hire, compensation, profit or in the furtherance of a commercial enterprise.

**CUSTOMER/BORROWER** means the purchaser or lessee of the VEHICLE, as listed in the Information Page of this Addendum and is referred to as You or Your throughout the Addendum.

**DATE OF LOSS** means the exact day on which the VEHICLE is reported stolen or incurs physical damage that is severe enough to be deemed a TOTAL LOSS.

**DELINQUENT PAYMENTS** means any payment as described in the FINANCING AGREEMENT, which remains unpaid for a period of more than fifteen (15) days after the due date stated in the FINANCING AGREEMENT.

FAMILY MEMBERS means a person related to You by blood, marriage or adoption including a step, ward or foster child.

FINANCING AGREEMENT means the contract that represents the written understanding between the Dealer/Creditor and You for the purchase or lease of the VEHICLE and which sets forth the terms, conditions, inception date, and expiration date of the contract.

GAP BENEFIT means under the terms of the FINANCING AGREEMENT, as amended by this Addendum, if the VEHICLE is deemed a TOTAL LOSS or is an UNRECOVERED THEFT, You are entitled to a benefit under this Addendum.

LOAN TO VALUE means if the VEHICLE is purchased new, the percentage amount is determined by dividing the total amount financed according to the FINANCING AGREEMENT by the Manufacturer's Suggested Retail Price (MSRP). If the VEHICLE is purchased pre-owned, the percentage amount is determined by dividing the total amount financed according to the FINANCING AGREEMENT by the National Automobile Dealers Association (NADA) Official Used Car Guide average retail value as of the origination of the FINANCING AGREEMENT.

PRIMARY CARRIER means the insurance company selected by You to provide the physical damage coverage on the VEHICLE or the insurance carrier liable for the TOTAL LOSS of Your VEHICLE.

SCHEDULED PAYOFF BALANCE means the total amount outstanding and is determined by an amortization schedule as of the DATE OF LOSS. The amortization schedule is based on the original terms of the FINANCING AGREEMENT and will assume all payments were made on the due date. For a lease, the SCHEDULED PAYOFF BALANCE is the remaining payments owed, less applicable taxes and rental fees, plus the residual value as of the DATE OF LOSS. The total amount outstanding is based on the original terms of the FINANCING AGREEMENT and assumes all payments were made on the due date.

TOTAL LOSS means the direct and accidental loss of the VEHICLE resulting in the inability to repair a VEHICLE due to severe damage or a theft as determined by the PRIMARY CARRIER. If no PRIMARY CARRIER exists, then TOTAL LOSS shall mean the cost to repair the VEHICLE exceeds its ACTUAL CASH VALUE or shall mean an UNRECOVERED THEFT.

UNRECOVERED THEFT means the covered VEHICLE is stolen and not recovered within thirty (30) days after the DATE OF LOSS.

**VEHICLE** means the four-wheeled private passenger car, van, pickup or light truck as listed in the Information Page of this Addendum, not to exceed a gross vehicle weight rating (GVWR) of 12,500 lbs.

### 2. GAP BENEFIT CALCULATION

The GAP BENEFIT cancels debt and is the lesser of the SCHEDULED PAYOFF BALANCE or the ACTUAL PAYOFF BALANCE on the DATE OF LOSS minus:

- A. Any refunds available on the other items financed in the FINANCING AGREEMENT;
- B. The amount of Your PRIMARY CARRIER insurance deductible that exceeds \$1000 if applicable;
- C. The TOTAL LOSS settlement made by the PRIMARY CARRIER or the ACTUAL CASH VALUE if no PRIMARY CARRIER coverage is in force on the DATE OF LOSS;
- D. Any amount deducted from the PRIMARY CARRIER's TOTAL LOSS settlement for prior damage remaining unrepaired at the time of TOTAL LOSS, value of owner retained salvage, towing fees, inspection fees, storage charges or any other unrelated deductions;
- E. The amount in excess 35150 persent of the beam Entral Filed 08/30/11 Page 2 of 4 Page id#: 14

The maximum GAP BENEFIT shall be no more than \$50,000. The GAP BENEFIT will only apply one time for each

- A. Tour copy or this Addendum.
- B. Copy of any settlement statement of the PRIMARY CARRIER for the loss, including a copy of the settlement check, worksheet explaining how the set amount was calculated, the DATE LOSS and Your deductible.
- C. Copy of police report. If no police report is available, a sworn statement indicating: no police report was filed, the DATE OF LOSS, detailed description of the loss, and VEHICLE information including the vehicle identification number.
- D. Copy of the FINANCING AGREEMENT.
- E. A complete loan/retail installment payment history and statement from the assigned Financial Institution/Lender showing the net payoff as of the DATE OF LOSS. If no payoff is provided from the assigned Financial Institution/Lender or the payment history is incomplete, the loan/retail installment sales contract will be amortized based on the original terms or if leased, a complete lease payment history from the assigned Financial Institution.
- F. Copy of the documents indicating the refund amounts for any items financed in the FINANCING AGREEMENT.
- G. A completed GAP Benefit Form, obtained from the GAP Administration.
- H. Any other reasonable documentation requested by the GAP Administration in order to determine the GAP BENEFIT amount.
- I. This information should be sent to:

**GAP BENEFITS** 

P.O. BOX 770

**DEERFIELD, IL 60015-0770** 

If You include proof that the FINANCING AGREEMENT has been satisfied, the GAP BENEFIT will be accorded to You. If this proof is not provided, the assigned Financial Institution/Lender will be named payee of the GAP BENEFIT.

Any questions can be directed to the GAP Administration at 1-800-323-5771 ext. 6170.

A REQUEST FOR A GAP BENEFIT MUST BE SUBMITTED WITHIN NINETY (90) DAYS FROM THE DATE THE PRIMARY CARRIER'S LOSS SETTLEMENT IS RECEIVED, THE DATE THE FINANCIAL INSTITUTION/LENDER DETERMINED THE CLOSE-OUT BALANCE OR NET PAYOFF OR THE DATE OF LOSS, WHICHEVER OCCURS LATER.

ALL DOCUMENTS LISTED ABOVE IN SECTION 3 MUST BE RECEIVED WITHIN 180 DAYS FROM THE DATE THE REQUEST FOR THE GAP BENEFIT WAS INITIATED. THE GAP ADMINISTRATION WILL NOT OBTAIN THIS DOCUMENTATION FOR YOU. FAILURE TO SUBMIT ALL DOCUMENTS IN A TIMELY MANNER WILL RESULT IN DENIAL OF THE GAP BENEFIT.

### 4. OTHER EXCLUSIONS AND RESTRICTIONS

This Addendum will not provide benefits for:

- a. Losses occurring prior to the GAP Effective Date (shown in the GAP Information Page), including prior losses resulting in a BRANDED TITLE.
- b. Losses caused by an act where You, Your FAMILY MEMBERS, employees or agents damage the VEHICLE intentionally causing a TOTAL LOSS.
- c. A request for GAP BENEFIT arising from misrepresentation of facts, falsification of documents, fraudulent or dishonest act(s), repossession, or due to legal confiscation of the VEHICLE by a public official.
- d. Losses resulting directly or indirectly from any criminal or illegal act committed by You, Your FAMILY MEMBERS, employees or agents.
- e. Losses resulting to a VEHICLE that is part of a fleet that is intended for use as a public livery conveyance, or any VEHICLE for COMMERCIAL USE.
- f. A request for GAP BENEFIT that does not constitute a TOTAL LOSS.
- g. Losses caused by or resulting from any repairing, restoration, alterations, modification, or remodeling process.
- h. Losses occurring outside of the United States, its territories, possessions, or Canada.
- i. Losses resulting from the VEHICLE being operated, used, or maintained in any race, speed contest, or other contest.
- i. Losses to Your personal property.
- k. Losses resulting from wear and tear, freezing, mechanical or electrical breakdown or failure.

## 5. EARLY TERMINATION AND REFUND

If a request for GAP BENEFIT under this Addendum has not been made, You may voluntarily terminate this Addendum early by notifying the GAP Administration in writing of Your intent to terminate early. The termination date will be the date the GAP Administration receives Your written notice.

This Addendum will be deemed terminated early if any of the original FINANCING AGREEMENT terms are changed or altered, if the original FINANCING AGREEMENT is refinanced, or if the FINANCING AGREEMENT is paid off early. The deemed termination date will be the date of the event that caused the deemed early termination.

If You voluntarily terminate this Addendum in accordance with the provisions herein within the first 30 days, You will be entitled to a full refund of the GAP Addendum Purchase Price. In all other situations where there is a voluntary or deemed early termination, You will be entitled to a partial refund determined by the Rule of 78th's method less a \$0 cancellation fee. Any refund that is processed will be applied to the FINANCING AGREEMENT, if it is still outstanding, or, if not, then paid to You.

The Dealer/Creditor has no responsibility to process a refund until written notice sent by You is received by the GAP Administration, in the case of a voluntary termination, or received by the Dealer/Creditor, in the case of a deemed termination. Your written notice should include: Your name and address, the FINANCING AGREEMENT number, the reason for the early termination, and the date of the event (if not a voluntary termination). If You have any questions about how to notify the Dealer/Creditor in writing, call the GAP Administration at 1-800-323-5771 ext. 6181. You may not start a legal action or other proceeding for a refund until 60 days after the GAP Administration or Dealer/Creditor has received Your written notice in accordance with this paragraph.

### STATE AMENDMENTS

The following State Amendments apply if this Addendum was purchased in one of the following states:

ALABAMA AND KANSAS: The cancellation fee on cancellations is deleted. A cancellation fee will not be charged.

WASHINGTON: Number 2. GAP BENEFIT CALCULATION, item B., is deleted and replaced with the following: The amount of Your PRIMARY CARRIER insurance deductible;